

APPROVED AS TO FORM
John W. McNeel
ATT. CITY ATTORNEY

EASEMENT, Made this 18th day of January,
19 63, from THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY, a Kansas corporation, hereinafter called "Santa
Fe," first party, to CITY OF RIVERSIDE, a municipal
corporation of the State of California, hereinafter called
"City," second party.
IN CONSIDERATION of the sum of Twenty-Five Dollars (\$25), lawful money
of the United States of America, and of other good and valuable consideration,
the receipt whereof is hereby acknowledged, Santa Fe hereby grants to City an
easement for public street purposes, upon, over and across those certain two
strips of land each of which is 4 feet in width by approximately 110 feet in
average length in the City of Riverside, County of Riverside, State of California,
more particularly described as follows:

Ch. 32/5
PARCEL 1.

All that portion of the northeasterly 4.0 feet of Lot 8, Block
30 of the lands of W. T. Sayward and S. C. Evans as shown on map
on file in Book 3, page 2 of Maps, Records of San Bernardino County,
California which lies within the 110 foot wide right of way of The
Atchison, Topeka and Santa Fe Railway Company, as said right of
way is described in deed recorded June 14, 1866 in book 46, pages
23 and 24, of Deeds, Records of San Bernardino County.

PARCEL 2.

All that portion of the southwesterly 4.0 feet of Lot 12, Block
31, of the lands of W. T. Sayward and S. C. Evans as shown on map on
file in Book 3, page 4 of maps, records of San Bernardino County,
California which lies within the 110 foot wide right of way of The
Atchison, Topeka and Santa Fe Railway Company, as said right of way
is described in deed recorded May 7, 1866 in book 46, pages 329 to
331 inclusive, of Deeds, Records of San Bernardino County.

Said parcels contain an area of 0.02 of an acre, more or less.

for use, and shall have, retain and exercise all power to do all things
necessary or convenient to be done in connection therewith, including
the right to enter upon the premises hereinabove described at any time

and for the purpose of

or in connection with, repairing, renewing and/or relocating any railroad
track or tracks, wires, pipes and other facilities

of like character upon, over or under the surface of the land hereinabove

described; and (b) from time to time to construct, operate, maintain,

renew and/or relocate upon said premises additional facilities of the character

described in Clause (a) of this paragraph without in any instance being

required to obtain the consent of City the same as if this easement had not

been executed.

EXCEPTING AND RESERVING the right, to be exercised by Santa Fe
and by any others who have obtained or may obtain permission or authority
from Santa Fe so to do, (a) to operate, maintain, renew and/or relocate any
and all existing railroad track or tracks, wires, pipes and other facilities
of like character upon, over or under the surface of the land hereinabove
described premises; and (b) from time to time to construct, operate, maintain,
renew and/or relocate upon said premises additional facilities of the character
described in Clause (a) of this paragraph without in any instance being
required to obtain the consent of City the same as if this easement had not
been executed.

TO HAVE AND TO HOLD said easement unto City solely for street
purposes so long as the premises hereinabove described shall be so used,
subject, however, to all valid and existing contracts, leases, licenses,
easements, and encumbrances which may in anywise affect the said premises,
and subject also to the express condition subsequent that if said premises,
or any portion thereof, shall cease to be used for the purposes above
stated, then and in that event, the easement hereby given shall, as to such
portion or portions, as the case may be, thereupon cease and determine and
Santa Fe, its successors and assigns, shall resume possession thereof the
same as though this instrument had not been executed.

This instrument is given without warranty of title of any kind,
express or implied, and no covenant of warranty of title shall be implied
from the use of any word or words herein contained.

In case of the eviction of City by anyone owning or claiming title

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and that as society and government work to take on the issue, individuals may help
decrease the effects of climate change by not increasing personal
carbon output. They can then help increase efficiency measures at the workplace
through initiatives like (b) that can reduce the amount of energy required
by their employees. And if more companies do the same,
the net effect will be a reduction in energy use across the board and less
greenhouse gas emissions. This is why it's important to understand how
the world works and what happens as we move forward.

to or any interest in the premises hereinabove described, Santa Fe shall not be liable to City for any damage of any nature whatsoever.

IN WITNESS WHEREOF, Santa Fe has duly executed this Easement the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By R.S.P.
Its Vice-President

ATTEST:

Bauer
the assistant secretary

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property
conveyed by the Deed or Grant dated 1/18/69
From The Akashavani Corporation to John E. Foster
for \$1000000.00 less 1% earnest money
to the City of New York, a municipal corporation, is hereby
by accepted by the City on behalf of and City pursuant
to Resolution of the City Council thereof recorded on
12-3-S in EA 21 of OGR, my State Land Register, on County
records, and I have made no comments or representations
of this title, except as set forth in the Deed.

Dated 7-29-63 *J. H. Harby*
Property Management Co.

Return Deed to: Office of City Clerk
Ensenada, California

